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Counsel to the Debtors and Debtors in Possession

> IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA RICHMOND DIVISION

- - - - - - - - x In re: : Chapter 11 CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH) <u>et</u> al., Debtors. : Jointly Administered - - - - - - - - x

DEBTORS' THIRD OMNIBUS MOTION FOR ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 365(a) AND BANKRUPTCY RULE 6006 AUTHORIZING REJECTION OF CERTAIN **EXECUTORY CONTRACTS** 

The debtors and debtors in possession in the above-captioned jointly administered cases (collectively, the "Debtors") hereby move (the "Motion") for entry of an order, pursuant to sections 105(a) and 365(a) of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Debtors to reject certain executory contracts as set forth on the attached Exhibit A, including any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto (collectively, the "Contracts"), and any guaranties thereof, as of the Rejection Date (as defined herein). In support of the Motion, the Debtors respectfully represent:

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The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courchevel, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

### JURISDICTION AND VENUE

- 1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.
- 2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 365(a) and Bankruptcy Rule 6006.

### BACKGROUND

- 3. On November 10, 2008 (the "Petition

  Date"), the Debtors filed voluntary petitions in this

  Court for relief under chapter 11 of the Bankruptcy Code.
- 4. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.
- 5. On November 12, 2008, the Office of the United States Trustee for the Eastern District of Virginia appointed a statutory committee of unsecured creditors (the "Creditors' Committee"). To date, no trustee or examiner has been appointed in these chapter 11 cases.

6. On January 16, 2009, the Court authorized the Debtors, among other things, to conduct going out of business sales at the Debtors' remaining 567 stores pursuant to an agency agreement (the "Agency Agreement") between the Debtors and a joint venture, as agent (the "Agent"). On January 17, 2009, the Agent commenced going-out-of-business sales (the "GOB Sales") pursuant to the Agency Agreement at the Debtors' remaining stores.

### RELIEF REQUESTED

- 7. By this Motion, the Debtors request the entry of an order under Bankruptcy Code sections 105(a) and 365(a) and Bankruptcy Rule 6006 authorizing the Debtors to reject the Contracts as of the Rejection Date (as defined below).
- 8. The Debtors are currently performing their review and evaluation of other executory contracts that are not the subject of this Motion. As this process continues, the Debtors may identify additional executory contracts to be assumed or rejected.

  Accordingly, the Debtors reserve the right to seek to assume or reject additional executory contracts. This Motion should not be construed as a determination that

any executory contracts not listed herein are to be assumed or rejected.

#### BASIS FOR RELIEF

- 9. In an effort to avoid any future potential postpetition administrative costs and in the exercise of the Debtors' sound business judgment, the Debtors hereby move to reject the Contracts.
- 10. The Contracts are comprised primarily of services, license, marketing and merchandising contracts which, in light of the liquidation and the wind down of the Debtors' businesses, the Debtors no longer require.

  Moreover, in certain cases, the Debtors have previously agreed, following consultation with the Contract counterparty, that the Contract parties will cease performance under the Contract prior to the date hereof.
- 11. The Debtors have analyzed each of the Contracts to determine the appropriate date of rejection. The Debtors have concluded that, in order to minimize unnecessary potential costs to the estate, the Contracts should be rejected as of the rejection date listed on Exhibit A for each Contract (the "Rejection Date").

- 12. Each of the Contracts is listed on

  Exhibit A, along with the name of the Contract

  counterparty, the Contract type, the effective date of

  the Contract, and the proposed Rejection Date.
- 13. Through the rejection of the Contracts, the Debtors will be relieved from performing and paying fees and other associated costs. Thus, by rejecting the Contracts on the applicable Rejection Date, the Debtors will avoid incurring any additional unnecessary administrative charges for services that provide minimal, if any, tangible benefit to the Debtors' estates and that the Debtors have determined to be unnecessary. The resulting savings from the rejection of the Contracts will increase the Debtors' future cash flow and assist the Debtors in managing their estates.
- 14. In considering their options with respect to the Contracts, the Debtors have determined in their business judgment that the costs associated with assuming the Contracts would be substantial and would constitute an unnecessary drain on the Debtors' cash resources. Based on this analysis, the Debtors have

determined that the Contracts provide no value to the Debtors' estates.

15. Accordingly, the Debtors believe that rejection of the Contracts as of the Rejection Date is in the best interests of their estates, their creditors, and other parties in interest.

#### APPLICABLE AUTHORITY

that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease." 11 U.S.C. § 365(a). A debtor's determination to reject an executory contract is governed by the "business judgment" standard. See Lubrizol Enterprises, Inc. v. Richmond Metal Finishers, Inc., 756 F.2d 1043, 1046-47 (4th Cir. 1985), cert. denied sub nom., Lubrizol Enters., Inc. v. Canfield, 475 U.S. 1057 (1986); In re Extraction Technologies of VA, L.L.C., 296 B.R. 393, 399 (Bankr. E.D. Va. 2001); see also In re HQ Global Holdings, Inc., 290 B.R. 507, 511 (Bankr. D. Del. 2003) (stating that a debtor's decision to reject an executory contract is governed by the business judgment standard

and can only be overturned if the decision was the product of bad faith, whim, or caprice).

- 17. Once the Debtors articulate a valid business justification, "[t]he business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.'"

  Official Comm. Of Subordinated Bondholders v. Integrated Res., Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting Smith v. Van Gorkom, 488 A.2d 858, 872 (Del. 1985)).
- 18. The business judgment rule has vitality in chapter 11 cases and shields a debtor's management from judicial second-guessing. See Comm. Of Asbestos-Related Litigants and/or Creditors v. Johns-Manville

  Corp., 60 B.R. 612, 615□16 (Bankr. S.D.N.Y. 1986)

  ("[T]he Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions.").
- 19. As set forth above, the Debtors have satisfied the "business judgment" standard for rejecting the Contracts. The Contracts are potentially

financially burdensome and unnecessary to the Debtors' estates. Moreover, as of the applicable Rejection Date, each of the Contracts provides or will provide no economic benefit to the Debtors, nor are such Contracts a source of potential value for the Debtors' estates and creditors. Accordingly, rejection of the Contracts as of the Rejection Date reflects the sound exercise of the Debtors' business judgment.

- 20. In summary, the Debtors believe that the proposed rejection of the Contracts is tailored to minimize administrative expense, maximize distributions to creditors in these chapter 11 cases, and limit the performance and other costs of Contract counterparties. In the exercise of their sound business judgment, the Debtors thus seek authority to reject the Contracts.
- 21. Numerous courts, including those in this

  Court, have authorized similar relief. See, e.g., In re

  Circuit City Stores, Inc., Case No. 08-35653 (Bankr. E.D.

  Va. Nov. 10, 2008); In re Movie Gallery, Inc., et al.,

  Case No. 07-33849 (Bankr. E.D. Va. Oct. 17, 2007); In re

  Storehouse, Inc., Case No. 06-11144 (Bankr. E.D. Va. Nov.

  21, 2006); In re Rowe Furniture, Inc., Case No. 06-11143

(Bankr. E.D. Va. Nov. 21, 2006); <u>In re The Rowe Cos.</u>,

Case No. 06-11142 (Bankr. E.D. Va. Nov. 21, 2006); <u>In re</u>

<u>US Airways Group, Inc.</u>, Case No. 02-83984 (Bankr. E.D.

Va. Aug. 12, 2002).

#### NOTICE

22. Notice of this Motion has been provided to those parties entitled to notice under this Court's Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 130) and to all counterparties to the Contracts. The Debtors submit that, under the circumstances, no other or further notice need be given.

### WAIVER OF MEMORANDUM OF LAW

23. Pursuant to Local Bankruptcy Rule 90131(G), and because there are no novel issues of law
presented in the Motion and all applicable authority is
set forth in the Motion, the Debtors request that the
requirement that all motions be accompanied by a
separate memorandum of law be waived.

### NO PRIOR REQUEST

24. No previous request for the relief sought herein has been made to this Court or any other court.

### CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an Order, substantially in the form of the Proposed Order annexed hereto, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: March 20, 2009 Richmond, Virginia

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(804) 775-1000

Counsel for Debtors and Debtors in Possession

### EXHIBIT A

(Executory Contracts)

Contract Counterparty	Contract Type	Contract Description <sup>1</sup>	Contract Effective Date	Rejection Date	Address
360 Commerce	License Agreement	Master License Agreement	8/5/04	04/01/09	11400 Burnet Rd. Ste 5200, Austin, TX 78758
Altova GmbH	License Agreement	End User Software License Agreement	unknown	04/01/09	Rudolfsplatz 13a/9, A-1010 Wien, Austria
Applied Predictive Technology	Services Agreement	Consulting Agreement	1/31/05	03/20/09	901 N. Stuart St. Ste 1100, Arlington, VA 22207
Arise Virtual Services, Inc.	Services Agreement	Master Services Agreement (Call Center) and all amendments and addena thereto	9/10/07	03/20/09	3450 Lakeside Dr. Ste 620, Miramar, FL 33027
Astea International, Inc.	Services Agreement	Alliance Enterprise License and Support Agreement and all amendments, addenda and schedules thereto	9/25/02	05/31/09	455 Business Center Dr., Horsham, PA 19044
Borland Software Corporation	Services Agreement	Support & Maintenance Together Concurrent User	unknown	04/01/09	Dept. 33630, PO Box 39000, San Francisco, CA 94139
Compass Group USA, Inc.	Service/Vendor Agreement	Food Service Agreement (Eurest Services) and all amendments thereto	8/13/04	03/20/09	2400 Yorkmont Rd., Charlotte, NC 28217
Computer Associates, Inc. f/k/a CA, Inc.	License Agreement	Order Form and Addendum with all amendments thereto	3/10/06	04/01/09	One CA Plaza, Islandia, NY 11749
Comsys Information Systems Technology Services, Inc.	Services Agreement	Vendor Management Service Agreement and all amendments and addenda thereto	8/2/07	03/20/09	4400 Post Oak Pkwy, Ste 1800, Houston, TX 77027
Comsys Services, LLC	License Agreement	End User License Agreement for VMA: Vendor management system license and implementation.	8/7/07	03/20/09	4400 Post Oak Pkwy, Ste 1800, Houston, TX 77027
Comsys Services, LLC	Services Agreement	Master Services Agreement and all amendments, SOW's and addenda thereto	7/21/06	03/20/09	4400 Post Oak Pkwy, Ste 1800, Houston, TX 77027
Connect3 Systems, Inc.	Services Agreement	Master agreement and all amendments, SOW's and addenda thereto	1/12/06	04/10/09	11100 E. Artesia Blvd, Ste A, Cerritos, CA 90703
Easy2.com, Inc.	Services Agreement	Content Provider Agreement	1/24/08	03/20/09	1220 Huron Road, 7th floor, Cleveland, OH 44115
eGain Communications Corp.	Software License and Service Agreement	Software License and Service Agreement and all amendments, addenda and attachments thereto	8/7/07	03/20/09	345 E. Middlefield Rd., Mountain View, CA 94043
Endeca Technologies, Inc.	Services Agreement	Lic., Sup. & Implementation Svc Agmnt and all amendments, SOW's, order forms, and addenda thereto	12/17/03	03/20/09	55 Cambridge Pkwy, Cambridge, MA 02142

<sup>&</sup>lt;sup>1</sup> Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.

Contract Counterparty	Contract Type	Contract Description <sup>1</sup>	Contract Effective Date	Rejection Date	Address
HighJump Software	Services Agreement	Master Services Agreement and all amendments, SOW's and addenda thereto	11/29/07	03/20/09	6455 City West Pkwy, Eden Prarie, MN 55344
ILOG, Inc.	Services Agreement	Master Services Agreement and all amendments, SOW's and addenda thereto	(no date)	03/20/09	1195 West Fremont Ave, Sunnyvale, CA 94087
Infogain Corporation	Services Agreement	MSA and all amendments, SOW's and addenda thereto	8/27/07	03/20/09	475 Alberto Way, Los Gatos, CA 95032
Informatica Corporation	Services Agreement	Master agreement and all amendments, SOW's and addenda thereto	9/28/05	04/01/09	2100 Seaport Blvd., Redwood City, CA 94063
Interactive Communications International, Inc.	Merchandising Agreement	Amended and Restated Software Application and Services Agreement (DirecTV Product Support) and all amendments and addenda thereto	9/1/07	03/20/09	250 Williams Street Ste M-100, Atlanta, GA 30303
Interactive Communications International, Inc.	Advertising/ Marketing Agreement	Master Distibution and Services Agreement	9/15/06	03/20/09	250 Williams Street Ste M-100, Atlanta, GA 30303
International Business Machines Corp.	Services Agreement	CCR 15	unknown	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCR 15 Amendment 1 - Tablet Support	6/1/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCR 17	11/1/07	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCR 17 Amendment 1	unknown	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCR 17 Amendment 2 Extension of DPS Legacy Support	10/1/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCR 19	unknown	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCR 19 - Amend 1 - Extension of Support for Puerto Rico locations	7/1/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCR 4	unknown	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCR 4 - Addendum 1	11/21/07	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCR 9	unknown	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS0023 - Tcomm for 3369	6/29/07	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722

<sup>&</sup>lt;sup>1</sup> Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.

Contract Counterparty	Contract Type	Contract Description <sup>1</sup>	Contract Effective Date	Rejection Date	Address
International Business Machines Corp.	Services Agreement	CCS0024 - Tcomm for 3366	6/28/07	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS0038 - PlumChoice	8/20/07	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS0043 - TSS Support for Call Center	1/2/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS0043 - TSS Support for Call Center (PCR 1)	1/10/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS0065 - Firedog Switch Implementation	unknown	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10111 - Powerchute in ISG's	9/8/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10124 - Poconos Dist Center Server Production Environment	unknown	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10127 - Broadband Circuits	3/19/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10169 - rPOS 400 Store Capacity	unknown	04/06/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10172 Broadband circuits - City stores to learning stores	6/20/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10179 Broadband Circuits City Stores to Learning Store (3864)	6/20/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10201 Weekend Support for store switches	10/6/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10210 - Broadband circuit for loc 4323	unknown	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10211 - Broadband ciruit for 3844	unknown	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10212 Broadband circuits for loc 3100	10/6/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	CCS10222 MRS Support for ICM WAN	9/5/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	Lease renewal on iSeries servers	9/8/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	Rational BuildForge	3/31/08	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722
International Business Machines Corp.	Services Agreement	rPOS AMS PCR 14	7/1/07	03/20/09	1 New Orchard Road; Armonk, New York 10504-1722

<sup>&</sup>lt;sup>1</sup> Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.

Contract Counterparty	Contract Type	Contract Description <sup>1</sup>	Contract Effective Date	Rejection Date	Address
Interwoven	Sales Agreement	Standard Sales Agreement for eWorkspace content management system	12/21/06	03/20/09	803 11th Avenue, Sunnyvale, CA 94089
Invision Power Services, Inc.	Services Agreement	Forum Hosting Agreement	5/8/08	03/20/09	1115 Vista Park Drive Ste C, Forest, VA 24551
Jason Bjork	Services Agreement	Letter Agreement for services.	1/25/08	03/20/09	3952 Xenwood Ave South, St. Louis Park, MN 55416
JDA Software, Inc.	Services Agreement	Master Services Agreement and all amendments, SOW's, schedules and addenda thereto	12/29/05	03/20/09	14400 N. 87th Street, Scottsdale, AZ 85260-3649
Kronos Incorporated	Services Agreement	Master Services Agreement and all amendments, SOW's and addenda thereto	5/31/07	03/20/09	297 Billerica Rd., Chelsmford, MA 01824
Kronos Incorporated	Services Agreement	Sales, Software License and Services Agreement: Software for Workforce Management and all amendments and addenda thereto	6/7/07	03/20/09	297 Billerica Rd., Chelsmford, MA 01824
MicroStrategy	Services Agreement	Price Quote and Purchase Agreement and all riders thereto	9/10/08	04/01/09	1861 International Drive, McLean, VA 22102
MicroStrategy	Services Agreement	Price Quote and Purchase Agreement and all riders thereto	6/22/08	04/01/09	1861 International Drive, McLean, VA 22102
Nielsen Media Research Inc.	Advertising/ Marketing Agreement	National Advertiser Service Agreement and all amendments and addenda thereto	4/1/06	03/20/09	150 North Martingale Road, Schaumburg, IL 60173
Nielsen Media Research Inc.	Advertising/ Marketing Agreement	Nielsen Advertiser Services All Local Markets TV Agreement and all amendments and addenda thereto	1/1/04	03/20/09	150 North Martingale Road, Schaumburg, IL 60173
Prosite Business Solutions, LLC	License Agreement	End User Software License Agreement, as subsequently amended	4/20/06	03/20/09	732 3rd Street, New Martinsville, WV, 26155
Reflexis Systems, Inc.	Services Agreement	Master Professional Services Agreement and all schedules thereto	4/20/05	04/01/09	1420 Providence Highway, Ste 266, Norwood, MA 02062
Ruscomp, Inc.	License Agreement	Software License Agreement; Corporate Maintenance App (TMS World), Monthly Support & maintenance contract	5/22/02	03/20/09	12765 W. Forest Hill Blvd. Ste 1319, Wellington, FL 33414
SAP Retail, Inc.	License Agreement	Software License Agreement and all amendments, addenda, schedules and related and ancillary agreements	8/20/08	03/20/09	3999 West Chester Pike, Newton Square, PA 19073

<sup>&</sup>lt;sup>1</sup> Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.

Contract Counterparty	Contract Type	Contract Description <sup>1</sup>	Contract Effective Date	Rejection Date	Address
ServicePower, Inc.	Services Agreement	Software Usage and Service Agreement: Scheduling optimization in support of Firedog.	7/26/07	03/20/09	175 Admiral Cochrane Dr., Annapolis, MD 21401
Sprint Solutions, Inc.	Services Agreement	Master Services Agreement and all amendments, SOW's and addenda thereto	1/12/07	03/20/09	6391 Sprint Pkwy, Overland Park, KS 66251- 2525
Sterling Commerce, Inc. as successor in interest to Yantra Corporation	Services Agreement	General Services Agreement and all amendments, addenda, SOW's related thereto	3/30/06	04/01/09	4600 Lakehurst Court, PO Box 8000, Dublin, OH 43016-2000
StreamServe DS, Inc.	License Agreement	Software License and Maintenance and Support Agreement (955596696/04) and all amendments and addenda thereto	9/17/04	04/01/09	3 Van de Graaff Drive, Burlington, MA 01803
Sun Microsystems, Inc.	Server Maintenance	Maintenance for Sun servers per Support Agreement Schedule Number NK20232741 for period July 16, 2006 to July 15, 2009	6/21/06	03/20/09	4150 Network Circle, Santa Clara, CA 95054
Sun Microsystems, Inc.	Services Agreement	Master Services Agreement and all amendments, SOW's and addenda thereto	4/11/06	03/20/09	4150 Network Circle, Santa Clara, CA 95054
TEKSystems, Inc.	Services Agreement	Master Services Agreement and all amendments, SOW's and addenda thereto	3/15/06	03/20/09	7437 Race Road, Hanover, MD 21076
TELESIGHT, Inc.	Procurement	Master Services Agreement and all amendments, SOW's and addenda thereto	5/26/08	03/20/09	820 N Franklin Ste 200, Chicago, IL 60610
TeleTech Holdings, Inc.	Services Agreement	First Amended and Restated Master Services Agreement (Call Center) and all amendments, and addenda thereto	9/10/07	03/20/09	9197 S. Peoria Street, Denver, CO 80112- 5833
Thomson Reuters (Tax and Accounting), Inc.	Services Agreement	InSource/OnceSource Corporate Software and Services Renewal Contract	12/17/08	03/20/09	2395 Midway Rd. Bldg 1, Carrollton, TX 75006-9769
Time Warner Cable	Merchandising Agreement	Retailer Marketing Agreement and all amendments and addenda thereto (for Broadband Internet Service for resale)	3/4/04	03/20/09	290 Harbor Drive, Stanford, CT 06902
West Group	Service/Vendor Agreement	WestLaw Subscriber Agreement	11/20/03	03/20/09	610 Opperman Drive, Eagan, MN 55123

<sup>&</sup>lt;sup>1</sup> Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.